

OGC Has Reviewed

Approved For Release 2002/08/21 : CIA-RDP85-00375R000300070028-3

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OGC 67-0547

21 April 1967

MEMORANDUM FOR: C/OP/BSD

SUBJECT: Legal Liability for Injuries Suffered
in EAA Activities

1. You have asked our opinion as to the possible legal liability, both to the Employee Activity Association and the Agency, for injuries suffered by EAA-sponsored and monitored activities. Such activities include karate, horseback riding, football, softball, etc. In our memorandum OGC 63-2588(a) dated 4 October 1963, we held that neither the riding club nor its instructor would be held liable for injuries suffered from the ordinary dangers incident to horseback riding as a club activity. This same opinion may be extended to other sports activities in which the Activity Association is involved. Nevertheless, you might consider the following precautions.

2. Generally speaking, the doctrine of law known as assumption of risk denies recovery against another for negligence resulting from injury by participants in the field of sports. The doctrine rests upon the supposition that consent by the injured party was obtained to assume the risk of obvious dangers. Thus, aggregated forms of negligence described as willful or gross negligence may not be covered by the doctrine. Hence, a player who in the heat of the play purposely injures another may nevertheless be held responsible for his action. Moreover, knowledge of the risk is essential. The dangers of an unusual sport such as karate may not be known to the uninitiated. Also, age may be a factor wherein a very young minor may not be held to comprehend and appreciate the danger in participating in a particular sports activity.


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3. We would suggest that a briefing be given each new member of any sports group sponsored by EAA which points out the known dangers of the activity and that a statement then be signed by the prospective participant stating that he has received the briefing and comprehends and appreciates the danger to himself in so participating in that particular sport, as well as those risks inherent in such participation. Further, the Association might contemplate the possibility of a blanket accident insurance policy, not to be confused with a hospitalization policy which employees are now offered through GEHA, which would cover specific injuries resulting from participating in EAA activities.

4. Finally, the relationship between the Agency and EAA is such that any EAA involvement in injury to an EAA participant might be imputed to the Government. Indicia of this interrelationship may be found in the use of Government employees to manage EAA, the use by EAA of Agency building space, the authority of the Director of Personnel to appoint a member of his staff to the EAA board of directors, the holding of EAA board meetings on Government time, and the dependence by EAA upon advice from advisors officially representing components of the Agency. Thus, in dealing in your official capacity with this issue of EAA liability for tortious conduct, you might wish to focus upon the possible consequences of Agency involvement. It goes without saying that despite the likely unsuccessful result of adjudication of an EAA accidental injury, an injured participant might nevertheless attempt to sue both EAA and the Agency, as well as the participant or instructor bringing about his injuries. This opinion, therefore, is limited to conclusions as to the likely result of any such adjudication.



Assistant General Counsel

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Lew:
We'd like
2,000 of these. RELEASE
Bob R

Prior to participating in the activities of the _____
 of the Employee Activity Association and utilizing its facilities and
 instruction, I do hereby release and forever discharge the Employee
 Activity Association, its members, officers, employees and instructors,
 and the United States Government, its officers and employees, from any
 and all claims, demands, and liabilities by me on account of any and
 all injuries, losses, and damages to my person and/or property which
 are caused, or may at any time arise, by reason of participation in
 this activity; the intention hereof is to completely and absolutely and
 finally release those stated above from all liabilities arising wholly
 or partially from participation in the aforementioned activity. On
 _____ 19____ I read and understood the attached statement as
 to the risks and dangers inherent in participating in this activity.

 Signature

 Date

Witness:

 Signature

 Date

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14 MAR 1967

MEMORANDUM FOR : Legal Adviser
Employee Activity Association

STATIN

SUBJECT : Review of Legal Liability - EAA Activities

1. We have developed a serious concern about the extent to which the Employee Activity Association might find itself liable for injuries to those members participating in EAA-sponsored and monitored activities. You know what the scope of these activities is and that included in our programs are such activities as karate, horseback riding, football, softball, etc.

2. In 1963 we obtained a legal opinion concerning specific liability of the horseback riding instructor to members of the Horseback Riding Club. Since the legal position stated in that memorandum might be of assistance to you in conducting your present review, I am attaching a copy of that memorandum.

3. Your consideration of this request will be appreciated.

STATIN

Chief, Benefits and Services Division

Distribution:

0 & 1 - Addressee

1 - OC/BSO Chrono

1 - EAA Policy File

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OP/BSO (14 March 1967)

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